

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482223

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                 |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | INTELLECTUAL PROPERTY SECURITY AGREEMENT       |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                | <b>Execution Date</b> | <b>Entity Type</b>    |
| HALLSTAR INNOVATIONS CORP.  |  | 06/29/2018            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | BANK OF AMERICA, N.A., as Administrative Agent |                       |                       |
| <b>Street Address:</b>  | 135 S. LaSalle Street                          |                       |                       |
| <b>City:</b>  | Chicago  |                       |                       |
| <b>State/Country:</b>   | ILLINOIS                                       |                       |                       |
| <b>Postal Code:</b>   | 60603  |                       |                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES    |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 5069641  | LET'S WORK WONDERS    |                       |
| <b>Registration Number:</b>   | 4774306  | STARTREAD             |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  |  |                       |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                       |
| <b>Phone:</b>   | 212-294-2684                                   |                       |                       |
| <b>Email:</b>   | trademarkny@winston.com                        |                       |                       |
| <b>Correspondent Name:</b>  | Matthew T. DuWaldt                             |                       |                       |
| <b>Address Line 1:</b>  | 35 W. Wacker Drive                             |                       |                       |
| <b>Address Line 2:</b>  | Winston & Strawn LLP                           |                       |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60601-9703                   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1740.211                                       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Matthew T. DuWaldt                             |                       |                       |
| <b>SIGNATURE:</b>   | /Matthew T. DuWaldt by trademarkny/            |                       |                       |
| <b>DATE SIGNED:</b>   | 07/17/2018                                     |                       |                       |
| <b>Total Attachments: 9</b>   |  |                       |                       |
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of June 29, 2018, between HALLSTAR INNOVATIONS CORP., a Delaware corporation (the “Grantor”) and BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”).

### PRELIMINARY STATEMENTS

**WHEREAS**, (i) the Administrative Agent, certain financial institutions party thereto as lenders, Grantor and certain subsidiaries of Grantor as borrowers have entered into those certain Amended and Restated Credit Agreements dated as of November 21, 2014 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, each a “Credit Agreement” and, collectively, the “Credit Agreements”) and (ii) the Administrative Agent, the Grantor and certain subsidiaries of the Grantor party thereto as grantors have entered into those certain Amended and Restated Guaranty and Collateral Agreements dated as of November 21, 2014 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, each a “Security Agreement” and, collectively, the “Security Agreements”);

**WHEREAS**, pursuant to the terms of the Security Agreements, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, trademark licenses, copyrights, copyright applications and copyright licenses and all products and proceeds thereof, to secure the payment of all amounts owing by the borrowers under each Credit Agreement and each Security Agreement; and

**NOW THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Security Agreements, to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, of a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:


- (a) all of its Patents and Patent Licenses, including, without limitation, those listed on Schedule A hereto;
- (b) all of its Trademarks and Trademark Licenses, including, without limitation, those listed on Schedule B hereto;
- (c) all of its Copyrights and Copyright Licenses, including, without limitation, those listed on Schedule C hereto;
- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all rights, priorities and privileges relating to the foregoing, including all goodwill associated with any of the foregoing, and all rights to sue at law or in equity for

any past, present or future infringement or other violation or impairment thereof, including the right to receive all proceeds and damages therefrom.

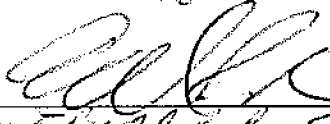
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in each Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with any Security Agreement, the provisions of the applicable Security Agreement shall govern. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreements or the Security Agreements, as applicable.

[Signature Pages Follow]

HALLSTAR INNOVATIONS CORP.,  
as Grantor

By:   
Name: William J. Holbrook  
Title: Secretary

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: EDWARD R. SLEETER  
Title: VICE PRESIDENT

Signature Page to Intellectual Property Agreement

**TRADEMARK**  
**REEL: 006407 FRAME: 0682**

Schedule A  
to  
Intellectual Property Security Agreement

PATENTS

| <b>Grantor</b>             | <b>Title</b>  | <b>Publication Number</b> | <b>Publication Date</b> | <b>Application Number</b> | <b>Application Date</b> |
|----------------------------|---|---------------------------|-------------------------|---------------------------|-------------------------|
| HallStar Innovations Corp. | Sunscreen compositions and methods and materials for producing the same   | US6485713B1               | 2002-11-26              | US200292132A              | 2002-03-05              |
| HallStar Innovations Corp. | Sunscreen compositions and methods and materials for producing the same   | US6537529B1               | 2003-03-25              | US200292131A              | 2002-03-05              |
| HallStar Innovations Corp. | Compositions, apparatus, systems, and methods for resolving electronic excited states   | US9765051B2               | 2017-09-19              | US14792431A               | 2015-07-06              |
| HallStar Innovations Corp. | Compositions, apparatus, systems, and methods for resolving electronic excited states   | US9611246B2               | 2017-04-04              | US14792421A               | 2015-07-06              |
| HallStar Innovations Corp. | Stable sunscreen composition containing a barium compound, e.g., barium sulfate, a dibenzoylmethane derivative, e.g., butyl methoxydibenzoylmethane (avobenzone), and a methoxycinnamate derivative, e.g., octyl methoxycinnamate | US6210658B1               | 2001-04-03              | US2000592026 A            | 2000-06-12              |
| HallStar Innovations Corp. | Low VOC, coating compositions having improved flexibility and impact resistance based upon nonlinear, low-molecular weight polyester polyol resins  | US6992133B2               | 2006-01-31              | US2003375522 A            | 2003-02-27              |
| HallStar Innovations Corp. | PHOTOSTABLE COMPOSITIONS COMPRISING PARA-ALKOXYL PHENYL SUBSTITUTED PROPENOIC ACID (APP) DERIVATIVES  | US2016025637 1A1          | 2016-09-08              | US15061599A               | 2016-03-04              |


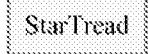
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|----------------------------|---|------------------|------------|-------------|-------------|
| HallStar Innovations Corp. | PHOTOSTABLE COMPOSITIONS COMPRISING PARA-ALKOXYL PHENYL SUBSTITUTED PROPENOIC ACID (APP) COPOLYMER DERIVATIVES    | US2018000992 3A1 | 2018-01-11 | US15644611A | 2017-07-07  |
| HallStar Innovations Corp. | PHOTOSTABLE UV ABSORBING COMPOSITIONS COMPRISING PARA-ALKOXYL PHENYL SUBSTITUTED PROPENOIC ACID (APP) DERIVATIVES |                  |            | 62/128499   | 4-Mar-2015  |
| HallStar Innovations Corp. | COMPOSITIONS, APPARATUS, SYSTEMS, AND METHODS FOR RESOLVING ELECTRONIC EXCITED STATES                             |                  |            | 14/792437   | 6-Jul-2015  |
| HallStar Innovations Corp. | PHOTOSTABLE COMPOSITIONS COMPRISING PARA-ALKOXYL PHENYL SUBSTITUTED PROPENOIC ACID (APP) COPOLYMER DERIVATIVES    |                  |            | 62/359539   | 7-Jul-2016  |
| HallStar Innovations Corp. | METHODS AND SYSTEMS FOR QUANTITATIVELY MEASURING PHOTOPROTECTION  |                  |            | 15/966791   | 30-Apr-2018 |
| HallStar Innovations Corp. | METHODS AND SYSTEMS FOR QUANTITATIVELY MEASURING PHOTOPROTECTION  |                  |            | 62/492906   | 1-May-2017  |
| HallStar Innovations Corp. | WEARABLE UV EXPOSURE SENSOR   |                  |            | 62/549859   | 24-Aug-2017 |
| HallStar Innovations Corp. | METHOD OF QUENCHING SINGLET AND TRIPLET EXCITED STATES OF PHOTODEGRADABLE PIGMENTS, SUCH AS PORPHYRIN             |                  |            | 15/871458   | 15-Jan-2018 |



|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | COMPOUNDS,<br>PARTICULARLY<br>PROTOPORPHYRIN IX,<br>WITH CONJUGATED<br>FUSED TRICYCLIC<br>COMPOUNDS HAVING<br>ELECTRON<br>WITHDRAWING<br>GROUPS, TO REDUCE<br>GENERATION OF<br>SINGLET OXYGEN |  |  |  |  |
|--|---|--|--|--|--|

Schedule B  
to  
Intellectual Property Security Agreement

TRADEMARKS

| <b>Grantor</b>             | <b>Trademark</b>   | <b>Application No.</b> | <b>Registration No</b> | <b>Registration Date</b> |
|----------------------------|--|------------------------|------------------------|--------------------------|
| HallStar Innovations Corp. | <b>LET'S WORK WONDERS</b><br> | 86671473               | 5069641                | 25 Oct 2016              |
| HallStar Innovations Corp. | <b>StarTread</b><br>          | 86400510               | 4774306                | 14 Jul 2015              |

Schedule C  
to  
Intellectual Property Security Agreement

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None.